



FAIRFAX COUNTY PARK AUTHORITY

M E M O R A N D U M



TO: Chairman and Members
Park Authority Board

VIA: Michael A. Kane, Director

FROM: Lynn Tadlock, Director
Planning and Development Committee

DATE: January 4, 2006

Agenda

Planning and Development Committee
Wednesday, January 11, 2006 – 6:30 p.m.
Board Room – Herrity Building
Chairman: Winifred S. Shapiro

1. Contract Award – Design Services for "The Observatory Park" at The Turner Farm – Action*
2. Park Capital Construction Project Cost Trends – Information*
3. Proposed Lease of Pimmit Barn to McLean Youth Athletics, Inc. – Information*
4. Mastenbrook Volunteer Matching Fund Grants Program Request – Brogue Charities, Inc. – Turner Farm Park – Action*
5. Mastenbrook Volunteer Matching Fund Grants Program – McLean Youth Soccer – Lewinsville park – Action*

*Enclosures

cc: Timothy K. White
Leadership Team

ACTION -

Contract Award – Design Services for “The Observatory Park” at The Turner Farm (Dranesville District)

ISSUE:

Approval of a contract award to Technology WorX, L.L.C. of Ashburn, Virginia in an amount not to exceed \$189,542, for design and related services of The Turner Farm.

RECOMMENDATION:

The Park Authority Director recommends approval of the contract award to Technology WorX, L.L.C of Ashburn, Virginia in an amount not to exceed \$189,542, for design of The Turner Farm. In addition, the Director recommends reserving \$18,954 or ten (10) percent of the contract award for contract contingency, and \$11,373 or six (6) percent of the contract award for administrative costs.

Contract Award	\$ 189,542
Contract Contingency (10%)	\$ 18,954
Administrative Cost (6%)	\$ 11,373
TOTAL COST	\$ 219,869

TIMING:

Board approval is requested on January 25, 2006 to maintain the project schedule.

BACKGROUND:

Turner Farm Park was one of the first acquisitions from the 1998 Bond Program. In 2000 a Conceptual Development Plan was approved for this community park including astronomic and equestrian uses along with traditional community park uses. The approved plan is included for reference as Attachment 1. The 2004 Bond Program included funds for both the observatory and equestrian facilities included in the Conceptual Development Plan. This project is currently a part of the Park Authority Board approved 2005 - 2006 Work Plan.

The Planning & Development Division solicited qualifications from A/E consultant firms for the planning, design and construction administration of the park improvements. Based on the qualifications submitted, a selection advisory committee determined Technology WorX, L.L.C. of Ashburn, Virginia and their associated consultant team to be the most qualified respondents. Subsequently, in response to a request for proposal, Technology WorX submitted a detailed proposal that was successfully negotiated with the selection advisory committee.

The recommended contract award includes services necessary to prepare a schematic design for Turner Farm Park features shown on the Conceptual Development Plan exclusive of the equestrian facilities. The features to be designed under this contract include a celestial observatory, radio telescope observatory, a sundial garden, museum-education-administration building (all generally referred to as "Observatory Park"), founder's wall, running track, croquet court, picnic shelter, parking improvements, landscaping and related work. Additionally, the contract includes services to design, permit, bid and administer the construction of a "Roll-Top Quad Observatory Building". A Professional Services Summary is presented in Attachment 2.

The Department of Tax Administration has verified that Technology WorX, L.L.C. has the appropriate Fairfax County Business, Professional and Occupational License (BPOL).

FISCAL IMPACT:

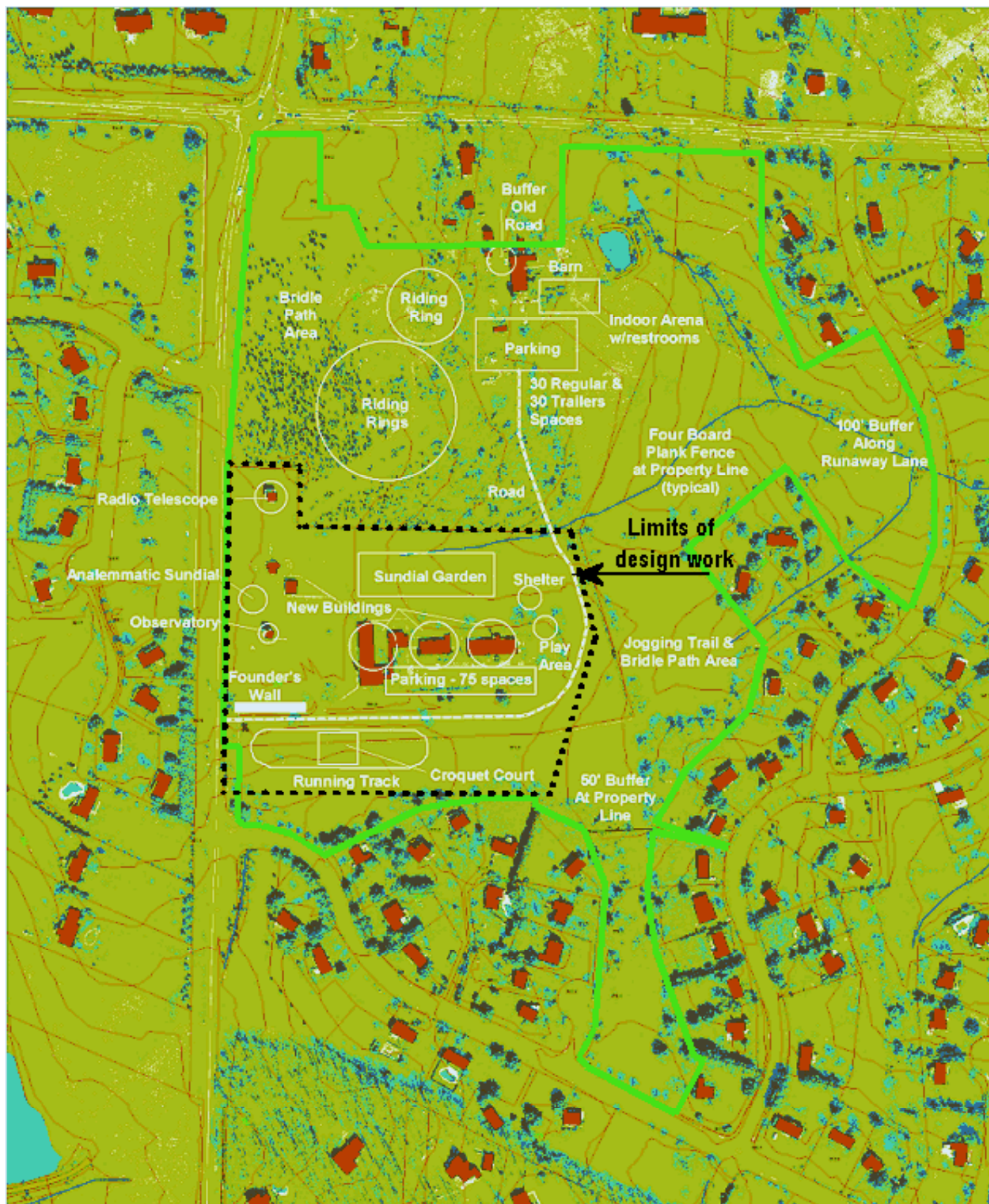
Funding in the amount of \$219,869 is necessary to award this contract and to fund the associated contingency and administrative costs. Based on encumbrances and expenditures to date, funding is currently available in the amount of \$76,385 in Project 475098, Natural and Cultural Resource Facilities, and in the amount of \$143,484 in Project 475504, Community Parks/Courts, in Fund 370, Park Authority Bond Construction to award this contract and to fund the associated contingency and administrative cost.

ENCLOSED DOCUMENTS:

Attachment 1: The Turner Farm Conceptual Development Plan dated July 2000
Attachment 2: Professional Services Summary

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Kirk Holley, Manager, Special Projects Branch
Ed Nutter, Special Projects Branch



PROFESSIONAL SERVICES SUMMARY

TworX Proposal

The Turner Farm **Remaining Conceptual Development Plan Features** **and Roll Top Observatory**

<u>Phase</u>	<u>Fee</u>
Project Information Review: (1) Gather Available Data on Project & Site; Make Necessary Changes to Information; Define Project Elements , Spaces & Relationships; Prepare Project Summary Report on Elements, Spaces and Functions.	\$ 23,096
Conceptual Design: (1) Prepare Three Conceptual Alternatives (Drawings, Plans, Renderings, etc.); Coordinate and Conduct Meetings To Discuss and Evaluate Alternatives; One Alternative carried into Schematic Design.	\$ 58,340
Schematic Design: (1) Project Management; Architecture & Interiors; Civil Engineering; Costs & Budget.	\$ 51,396
Design Development: (2) Project Management; Architecture & Interiors; Civil Engineering; Structural Engineering Consultation; Electrical/Mechanical Engineering; Prepare Outline Specifications; Costs and Budget.	\$ 13,250

Construction Documents: (2)	
Project Management;	
Architecture & Interiors;	
Civil Engineering;	
Structural Engineering Consultation;	
Electrical/Mechanical Engineering;	
Prepare Specifications;	
Costs and Budget.	\$ 34,960
Bidding Phase: (2)	
A/E Attend Pre-bid Meeting;	
A/E Provide Clarifications of Bid Documents;	
Review Contractor Bids.	\$ 3,500
Construction Administration: (2)	
A/E Attend Pre-Construction Meeting;	
A/E Conduct Field Inspections During Construction;	
A/E Conduct Substantial & Final Completion Inspections.	\$ 4,900
Post Construction: (2)	
Assistance at End of One Year Warranty.	<u>\$ 100</u>
Total =	\$ 189,542

Notes

- (1) All remaining Conceptual Development Plan features (Observatory Park, Running Track, Croquet Court and Picnic Pavilion) and Roll Top Observatory are included in phases through Schematic Design.
- (2) Only Roll Top Observatory design and construction services are included in these phases.

INFORMATION

Park Capital Construction Project Cost Trends

National monetary policy, specifically low interest rates, has stimulated construction activity to record levels throughout the United States. Combined with large scale reconstruction efforts associated with natural disasters along the southern coast, this has resulted in unprecedented construction cost increases during the past eighteen months. These record increases can largely be attributed to the large volume of construction activity currently underway nationally and locally with shortages of construction materials and skilled labor.

Construction bids received by the Department of Public Works and Environmental Services (DPWES) for the time period between January 2004 and June 2005 were on average 13% higher than their pre-bid cost estimates. During the same period, bids received on Community Development projects have been on average 12% higher than the pre-bid estimates. The Fairfax County Public Schools (FCPS) indicated in their most recent FY2007 – 2011 Capital Improvement Plan Summary that the annual cost escalation rate for school construction exceeded 19%. A number of other local and state government agencies are reporting similar experiences with respect to cost overruns.

Bid results for Park Authority construction projects competitively bid in 2005 are summarized on Attachment 1. Seven projects were bid with contract amounts totaling \$14,455,708. Based on the Engineer's Estimates, this amount reflects an average increase of 21% above the estimates. For 2006, construction activity in our region is projected to continue at a brisk pace. Therefore, we anticipate construction costs in 2006 will continue to escalate substantially and reach double digit levels.

The high construction cost escalation rate experienced locally during the past eighteen months and anticipated to continue throughout the course of the approved work plan will substantially impact staff's ability to complete all of the projects contained in the 2004 Park Bond Program. When the Work Plan for the 2004 Park Bond Program was prepared, \$52 million was included for new construction and renovation of park facilities. Preliminary cost estimates for the projects were prepared in spring 2004 and eighteen months have now passed since those cost estimates were prepared. Taking into consideration an average of \$13 million in expenditures per year over the approved four year work plan schedule and having experienced cost increases of 15% in 2004 and 20% in 2005 while anticipating annual cost increases of 10% in 2006 and 10% in 2007, it is estimated that an additional \$22.3 million or 43% above the bond program amount of \$52 million will result in a total of \$74.3 million needed to complete the work program. Staff is working on a plan to demonstrate, by category and individual project, the impact of these cost increases and its effect on completing the currently approved work plan. Staff will report to the Park Board in February with a proposed updated funding requirement and schedule for those projects listed in the work plan. This proposed plan

will take into consideration the options of reallocating available funding for projects, revising the project scopes, or deferring construction until funding becomes available through future Park Bond Referendums.

ENCLOSED DOCUMENTS:

Attachment 1 – Park Capital Projects Bid in 2005

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn Tadlock, Director, Planning and Development Division

Kirk Holley, Manager, Special Projects Branch

John Lehman, Manager, Project Management Branch

Thaddeus Zavora, Manager, Financial Planning Branch

PARK CAPITAL PROJECTS BID IN 2005

Project Name (Bid Date)	Engineer's Estimate	Lowest Bid Amount	% Above or Below the Estimate
Lake Fairfax Park Core Area Improvements Phase I (1/27/05)	\$1,324,000	\$1,680,000	+26%
South Run RECenter Improvements (3/10/05)	\$1,406,000	\$1,183,000	(-16%)
George Washington RECenter Improvements (3/17/05)	\$1,022,000	\$1,126,343	+10%
Accotink Stream Valley Trail – King Authur to Wakefield (3/21/05)	\$2,375,000	\$2,630,000	+11%
Lake Accotink Dredging (3/22/05)	\$5,370,682	\$7,249,948	+35%
Stream and Bank Stabilization at Difficult Run (4/7/05)	\$370,000	442,700	+20%
Barnyard Run Stream Bank Stabilization in Huntley Meadows Park (10/5/05)	\$108,679	\$143,717	+32%
Total	\$11,976,361	\$14,455,708	+21%

INFORMATION

Proposed Lease of Pimmit Barn to McLean Youth Athletics, Inc. (Dranesville District)

The Park Authority has a lease with McLean Youth, Inc. (who will be referred to as McLean Youth Athletics, Inc. hereafter), to use Pimmit Barn, located at 1845 Cherri Drive in McLean, for recreational equipment storage. The lease was executed on February 3, 1997 (Attachment 1), and is due to expire on February 2, 2006. McLean Youth Athletics currently utilizes the ground floor of the building.

McLean Youth Athletics has requested to renew the existing lease with similar contract terms and space assignment. McLean Youth Athletics would like to lease the space for a term of 10 years.

Unless otherwise directed, staff will proceed to work with the County Attorney's Office on a new lease agreement; McLean Youth Athletics' existing lease will be extended on a month-to-month basis until a new lease is approved by the Park Authority Board and executed. A market evaluation of the rental property will also be completed, as required under Policy 405 Rental Properties on Parkland. Staff will return to the Planning and Development Committee and full Board once the terms of the new lease agreement are drafted.

ENCLOSED DOCUMENTS:

- Attachment 1: Lease Agreement with McLean Youth, Inc. – Property Storage Contract Fee Agreement
- Attachment 2: Letter from McLean Youth Athletics, Inc. dated December 14, 2005
RE: Renewal of Lease for Fairfax County Park Authority Storage Building at 1845 Cherri Drive, McLean
- Attachment 3: Policy 405 Rental Properties on Parklands (Revised and adopted September 27, 2000)

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Kay H. Rutledge, Manager, Land Acquisition and Management Branch
Cindy McNeal, Section Supervisor, Land Acquisition and Management Branch
James L. Miller, Property Manager, Land Acquisition and Management Branch

FAIRFAX COUNTY PARK AUTHORITY
12055 Government Center Parkway, Suite 927
Fairfax, Virginia 22035

PROPERTY STORAGE CONTRACT
- FEE AGREEMENT -

This contract AGREEMENT number PB-01 dated FEBRUARY 3 1997 between: McLean Youth, Inc., 1207 Meadow Green Lane, McLean, VA 22102, hereinafter called the Lessee and the FAIRFAX COUNTY PARK AUTHORITY, 12055 Government Center Parkway, Suite 927, Fairfax, Virginia 22035, hereinafter called the Authority, who agree to the following terms and conditions:

I. GENERAL

- 1.1 The Authority shall provide the Lessee the use of the first floor of the storage building located at 1845 Cherri Drive, McLean, Virginia 22043.
- 1.2 The storage building, access, and other facilities listed at Schedule A shall be provided at the times and on the dates indicated.
- 1.3 This agreement consists of the contract and attached Schedule A. In the event of conflict between the contract and Schedule A, Schedule A shall take precedence.
- 1.4 The Lessee agrees to notify the Authority promptly in writing of any changes in the Lessee's mailing address or telephone number(s). Unless sent certified, said changes shall not become effective until acknowledged by the Authority in writing.

II. AUTHORITY RESPONSIBILITIES

- 2.1 The Authority shall make the storage building and other contracted facilities available and in proper working condition to the Lessee at the times and on the dates specified.

- 2.2 The Authority reserves the right to change the scheduled contract hours and dates in Schedule A in the best interest of the Authority and the public. The Authority shall provide 14 days written notice, when possible, to notify the Lessee of the scheduled changes.
- 2.3 The Authority shall have the right to remove any Lessee lock and enter any leased space for the purpose of examining same for violations of this agreement or law, inspecting the leased space, and for making repairs or alterations thereto.
- 2.4 The Authority may unilaterally evacuate or close the storage facility or access thereto for emergencies, mechanical failures, or to ensure the health and safety of the participants and/or public.
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III. LESSEE RESPONSIBILITIES

- 3.1 The Lessee shall comply with state, Fairfax County Government, and Authority rules and regulations governing the use of the storage building and facilities.
- 3.2 The Lessee shall be responsible for the conduct of its coaches, participants, employees, agents, and volunteers and their compliance with local rules and regulations governing the use of the storage building and facilities.
- 3.3 The Lessee shall provide adult supervision at all times and in all areas used by youths under the age of 18 years.
- 3.4 The Lessee shall make a reasonable effort to maintain the leased building and spaces in as good condition as when received, reasonable wear and tear excepted. The Lessee agrees to pay for all damages to Authority's property which arises out of Lessee's use of leased space or the storage of personal property therein. The Lessee further agrees to pay for all expenses incurred by the Authority in connection with the removal and disposal of any property or substance stored in the leased space in violation of the provisions hereof.
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FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

- 3.5 The Lessee agrees to notify the Authority immediately of any hazards or conditions affecting the health, welfare, or safety of Authority employees, volunteers, agents, participants or the public.
- 3.6 The Lessee shall adhere to the designated times as described in Schedule A for the use of the storage building. The building and grounds shall be cleared immediately in the event of an emergency or at the direction of Authority officials.
- 3.7 The Lessee shall not sublet any portion of the storage building or facilities provided under the terms of this contract.
- 3.8 The Lessee shall not permit any area leased for its use to be used for any disorderly or unlawful purpose.

IV. TERMS

- 4.1 The storage building and facilities as described in Schedule A are provided at an annual rent of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) , with the first year's rent payable at the inception of this lease, and hereafter payable for each year, in advance, on or before the anniversary date of this lease.
- 4.2 Checks for annual rent, reimbursement for damage, repairs, or other fees, shall be made out to "Fairfax County Park Authority" and mailed to:
- Fairfax County Park Authority
ATTN: Administration Division - Accounts Payable
12055 Government Center Parkway, Suite 927
Fairfax, Virginia 22035
- 4.3 Please write the contract number on your check.
- 4.4 Lessee will pay said rent, in the manner and at the time herein specified, without deduction, offset, or demand. The Authority shall notify Lessee in writing if lease payment is in default and Lessee shall have 10 days after receipt of notice to pay late rent. If Lessee fails to pay late rent

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

within this period, the Lessee agrees to pay a penalty of 10% of the amount of the annual installment payment in addition to the said rent with an additional 10% of the amount of said payment due for each additional 10 days that Lessee is late in paying said rent. These penalties are in addition, and not in lieu of, any other rights and remedies which the Authority may have against Lessee for breach of this Lease.

- 4.5 The annual rent, beyond the initial three year term, shall be adjusted each year by the Consumer Price Index (CPI-U- for all Urban Consumers; U.S. City Average). The annual rate shall be adjusted (upward only) based on the CPI U - U.S. City Average most recently published prior to the end of the effective term.
- 4.6 Lessee shall be required to pay a security deposit in the amount of 20% of the annual rent to insure the protection of The Authority property. Upon notification of the Lessee's intent to vacate the premises, the Authority shall arrange an inspection of the property to determine if the Lessee has caused damage to the property or failed to leave the premises in a clean condition. If the Authority determines the unit is clean and has not been damaged during the Lessee's occupancy, the Authority shall return the entire amount of the security deposit, with interest, to the Lessee within sixty (60) days at an address provided to the Authority by the Lessee. If the Authority finds that the Lessee has damaged the property or failed to clean the property after vacating, the security deposit shall be retained by the Authority and applied to the costs of repairing or cleaning the property for the next Lessee, with any remaining balance not used to be returned to the Lessee at an address provided to the Authority by the Lessee.
- 4.7 The Lessee agrees to pay an administrative charge of \$50 for each check returned for any reason.
- 4.8 The Authority and Lessee have the right to cancel this contract with 60 days written notice to the other party.
- 4.9 The Authority assumes no liability for the indebtedness of the Lessee at any time.
- 4.10 This agreement shall be considered independent and separate of any and all other agreements between the two parties.

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

- 4.11 The Lessee shall submit requests for changes to any provisions of this contract to the Authority in writing.
- 4.12 All operations and use of facilities shall cease as of the termination or expiration date of this agreement whichever occurs first, unless a new agreement between the Lessee and the Authority takes effect on or before the same date.
- 4.13 Within 30 days after termination of the contract, the Lessee shall remove all personal property and equipment stored on the property and return Authority property to its original condition, normal wear and tear excepted (broom clean and free of trash and debris).
- 4.14 The Lessee agrees that the termination of the contract shall be effective upon inspection and acceptance to the satisfaction of the Authority.
- 4.15 This contract shall be valid for one year beginning on the effective date and shall be renewed annual thereafter.

V. DEFAULT

- 5.1 The Lessee shall be in default if the Lessee breaches any terms or conditions of this contract.
- 5.2 If default be made in the payment of rent as herein provided or in the performance of any of the covenants by Lessee, the Authority shall have the option of terminating this Lease by giving written notice to Lessee that the Lease is terminated or by entering upon the said property and repossessing the same, and if the Authority does give such written notice of termination or does enter said property and repossess the same, all rights of the Lessee under this Lease and everything herein contained on the part of the Authority to be done and performed shall cease, without prejudice, however, the termination of the Lease will not result in the waiver by the Authority of its rights to collect past due rent in accordance with the terms of the Lease and late charges due and damages for any and all breaches hereunder from the Lessee. However, Lessee shall have the right to cure the default by payment of rent together with any penalties set forth in this lease agreement. If this

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

Lease shall be terminated before its expiration by reason of Lessee's default as herein provided, or if Lessee shall abandon or vacate said property before the termination of the Lease, the property may be relet by the Authority at for such rent and at such terms as the Authority may see fit, and if the full rental hereinbefore provided for shall not be realized by the Authority, Lessee shall be liable to the Authority to pay the deficiency together with any expenses incurred in such reletting. The provisions contained in this paragraph shall be in addition to, and shall not prevent the enforcement of, any claim the Authority may have against Lessee for any other breach or damages under this Lease.

- 5.3 In the event of default by the Lessee, and the Authority elects to terminate the lease, after giving proper notice of default and Lessee fails to cure, the Authority shall be entitled to deny Lessee access to the leased space by removing any Lessee lock and replacing it with an Authority lock or removing Lessee's property to another space.
- 5.4 The Authority reserves the right to void this contract with 7 days written notice to the Lessee should the Lessee fail to correct identified defaults, other than rent, within 14 days from initial written notification. Time to cure default of rent shall be as described herein.

VI. BUILDING ADMISSION AND CONTROL

- 6.1 The Lessee shall provide a current roster listing alphabetically by last name, the names and addresses of all persons authorized to use the storage building during the term of the contract. The roster will be provided to the Authority at the beginning of each contract period.
- 6.2 The Lessee shall provide the full name and address of any persons added to or deleted from the access roster. Changes must be submitted to the Authority within 72 hours of the change.
- 6.3 The Lessee and authorized persons are limited to the storage building and the leased areas for the times and dates noted in Schedule A of this contract.

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

- 6.4 The Lessee shall provide the Authority with one set of keys to the storage building for use in accordance with paragraph 2.3 and 2.4.

VII. INSURANCE REQUIREMENTS

- 7.1 The Authority provides no insurance for property stored in the leased building or space.
- 7.2 The Lessee agrees to maintain Commercial General Liability insurance to protect the Lessee and the interest of the Authority, its officers, employees, and volunteers, against any and all property damage and injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the agreement.
- 7.3 The Lessee may, at its option, maintain property insurance on all owned and stored equipment at the location specified in this agreement.
- 7.4 The Fairfax County Board of Supervisors, Fairfax County Park Authority, its officers, employees, and volunteers shall be named as "additional insured" in the General Liability policy.
- 7.5 The Lessee will provide an original, signed certificate of insurance and such endorsement as prescribed herein to the Authority not less than ten business days prior to the effective date of the contract.
- 7.6 No change, cancellation or non-renewal shall be made in any insurance coverage without a 45 day written notice to the Authority. The Lessee shall furnish a new certificate prior to any change or cancellation date. Failure of the Lessee to deliver a new and valid certificate will result in suspension of all rights and privileges herein until the new certificate is furnished.
- 7.7 The Lessee will ensure that precautions shall be exercised at all times for the protection of persons (including employees) and property.

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

- 7.8 All personal property of the Lessee, its employees, agents, business invitees, licensees, customers, clients, family members, guests, or trespassers, in and on said premises, shall be and remain at the sole risk of the Lessee, and the Authority shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating and plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure, nor shall the County be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes.
- 7.9 Neither Fairfax County nor the Authority shall be liable for any injury and or property damage to the Lessee, its employees, agents, business invitees, licensees, customers, clients, family members, guests, or trespassers arising from the use, occupancy, and condition of the demised premises unless there is negligence or a willful act or failure to act on the part of the County, its employees or managing agent.
- 7.10 The Lessee hereby agrees to indemnify and hold harmless Fairfax County, the Authority, its officers, agents, employees and volunteers, from any and all claims for bodily injuries, personal injuries and or property damage to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits because of the Lessee's including his employees, agents, business invitees, licensees, customers, clients, family members, guests, or participants negligent use or occupancy and condition of the demised premises.

VIII. STORAGE OF PROPERTY

- 8.1 The Authority shall provide space for the storage of Lessee property during the course of the contracted period.
- 8.2 This agreement is made on the expressed condition that the Lessee's use of the premises and the leased storage space shall be solely at the Lessee's risk. The Lessee acknowledges that the Authority shall not be responsible for the theft or mysterious disappearance of any property

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

stored in the leased space or for damage thereto caused by fire, water, freezing, heat, extreme changes in temperature, humidity, dampness, leakage, rodents, insects, lightning, windstorm, hail, snow, flood, explosion, riot or civil disturbance, collapse of building, actions of other occupants, vandalism, loss or failure of electricity or from any cause whatsoever.

IX. CERTIFICATION

- 9.1 Lessee certifies that he or she has read and understand this agreement with applicable schedules and agrees that it shall be binding upon the Lessee, his heirs, personal representatives, and successors.
- 9.2 **IN WITNESS THEREOF** the parties hereto have executed this agreement.
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X. SPECIAL PROVISIONS

- 10.1 The Authority shall provide the name and telephone number of a point of contact at Park Authority Headquarters, Planning & Development Division, with whom the Lessee may consult in the event of questions, information, emergencies, or other matters which may be of mutual interest. Park Authority Contact: Bill Price, Rental Property Mgr.
Phone: 324-8737
- 10.2 Matters which cannot be resolved between the Lessee and the park point of contact will be directed to the Director, Planning & Development Division, Fairfax County Park Authority.
- 10.3 The Lessee shall affix a sign to the entrance of each section of the storage facility identifying the name, address, and telephone number of an emergency contact person to be notified in the event of an emergency during non-business hours. The sign shall be legible and protected from the elements of weather.
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PROPERTY STORAGE CONTRACT

Schedule A - Contract Dates and Times

DATES: The use of the described storage structure, space, and facilities herein will be made available to the Lessee effective FEBRUARY 3, 1997 through FEBRUARY 2, 2006, inclusive, as provided for in Paragraph 3 of Schedule A

TIMES: The described storage structure, spaces, and facilities described herein will be accessible to the Lessee 24 hours a day, seven (7) days a week.

DESCRIPTION OF FACILITIES PROVIDED

The "Pimmit Barn" storage facility consists of the first floor ($\pm 2,800$ sq. ft.) of a concrete block dairy barn which is located at 1845 Cherri Drive, McLean, Virginia, 22043 along with a gravel driveway and gravel parking areas in front of and behind the structure. The gravel driveway and all gravel parking areas are to be shared with the Authority and one parking stall will be signed only for the Authority's use. Small areas of turf and landscaping encompass the barn on this .5853 acre site. The Lessee shall have exclusive rights to the entire first floor, except for the separate entrance which will provide the Authority exclusive access to the second floor. Lessee access is provided by means of a personnel door at the side of the structure and a garage door and personnel door at the front of the structure. Utilities available include electricity, water, and gas. The first floor is heated by one gas and three electric heaters. A bathroom with sink, toilet and urinal is also provided. Wood and metal built-in storage bins/racks, cabinets, pegboards, metal and wood workbenches are provided at various locations along with a vented and sprinklered vault for storage of flammable materials.

The following additional special provisions apply to this contract:

1. The Authority represents that it has good and merchantable title to said storage building and is authorized to lease same to Lessee as provided herein. The Authority is in the process of completing a 456 determination for this site with the Office of Comprehensive Planning. Should it be determined that this storage use of this facility is not permissible, this agreement will be immediately terminated. The Authority will keep the Lessee informed as to the progress of this 456 determination.

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

2. It is agreed that by occupying the Property, the Lessee formally accepts the same in an "as is" condition as to the character, construction and structure of the building and that it has had full opportunity to examine the Property.
3. The period of this contract will be for a term of three (3) years commencing the 3rd day of February, 1997, which date shall be the "anniversary date" of this lease, and terminate at 12:00 midnight on the 2nd day of February, 2000; provided, however, that this lease shall be automatically renewed for three (3) additional terms of one year each unless written notice is given to the contrary by either party 60 days prior to the end of the current term, and in this event, the lease shall become null and void at the end of the effective term. This paragraph supersedes paragraph 4.15 of the contract.
4. Lessee shall furnish heat and hot water and all utilities at Lessee's expense, and Lessee will pay all water, gas, electric, sewerage, fuel and telephone bills, charges, and assessments for such services and materials furnished to the leased property for benefit and use of Lessee, and to Lessee's agents, guests or licensees, during the term hereof, whether or not billed to the Authority, or otherwise, and if not so paid, the Authority may, but without obligation to do so, pay the same, and the amount so paid, plus 6% thereof, shall be considered as additional rent for said property and payable forthwith by Lessee to the Authority in accordance with paragraph 4.2 of the contract.
5. Lessee shall not obstruct or use the driveway, passages, building entrances, staircases and other parts of the building which are not occupied by the Lessee for any other purpose than ingress and egress.
6. Lessee shall supervise and conduct its activities in such a manner as to insure no disruption to the local neighborhood.
7. General Maintenance: Lessee will at Lessee's expense, keep the grass and shrubbery cut, trimmed, and maintained; remove leaves, sticks, and other debris that accumulate on the property; promptly remove ice and snow from all walks, steps, and driveways; keep gutters and downspouts cleaned and clear all waste pipes; furnish light bulbs, furnace filters, replace at the Lessee's expense all faucet washers, as necessary; replace or repair all flooring, wood, plaster, drywall, and locks occurring during tenancy; keep in a state of good and substantial repair and cleanliness all parts of property including equipment furnished therein, reasonable wear and tear excepted; report promptly any defects or malfunctions of the property or equipment furnished. Any repairs or replacements necessary due to negligence by acts of commission or omission

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

of the Lessee, Lessee's agents, guests, visitors, licensees or employees, shall be paid by the Lessee. The Lessee is responsible for loss or damage from freezing water pipes or plumbing fixtures if due to Lessee's negligence as determined by the Authority. Repairs or replacements of equipment furnished due to normal wear and tear shall be at the discretion and the expense of the Authority. If the Lessee fails to maintain the leased property and grounds in good condition as determined by the Authority, the Authority may immediately terminate this Lease.

8. The Authority shall coordinate with the Lessee in scheduling maintenance and inspection operations to avoid conflict with Lessee's use of storage building.
9. Lessee acknowledges the working condition of plumbing and electric equipment and fixtures on said property, and Lessee agrees to maintain said equipment in good condition and working order and to promptly repair and correct at Lessee's expense any defects or breakdown thereof which occur and are not reported by Lessee in writing to the Authority within 8 months from the date on which occupancy of the property is made available to Lessee under the terms of this contract. The repair and correction of any defects or breakdown in said equipment and fixtures, not due to the fault or negligence of Lessee, and which are reported by Lessee in writing to the Authority within 8 months from the date on which occupancy of the property is made available to Lessee under the terms of this contract, shall be promptly made at the expense and direction of the Authority within 30 days from the date on which the Lessee reports the said defect or breakdown to the Authority.
10. The Lessee shall not install or use, or permit to be installed or used, any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, or drainage systems of the said property, without prior written consent of the Authority and the permission of any governmental agency or public utility company, as and if required, and compliance with all applicable laws and regulations. Copies of all applicable plans, permits, fees, etc. related to such improvement shall be provided to the Authority.
11. All alterations, additions to, or improvements in or on said property made by either party (except movable furniture or unattached and movable equipment put in at the expense of the Lessee) shall immediately become the property of the Authority and shall remain upon and be surrendered with the said property as a part thereof at the termination or cancellation of this contract, without disturbance, molestation, or injury thereto, and without complaint, claim,

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

contest, litigation or delay by Lessee, or Lessee's family, household, agents, guests, licensees, creditors, pledgees, mortgagees, or other persons.

12. The Lessee shall be permitted to install a electrical security alarm system in the barn with evidence of all applicable permits and compliance with local codes. The Authority shall be provided a copy of the installed security system and applicable security codes to enter the structure as required in this agreement. The system does not need to provide security for first and second floor entrances to be solely used by the Authority.
13. Notify fire department when smoke or fire is observed in the park at any time of the day or night.
14. Report any observable defects to equipment or facilities to park manager and or Park Operations Division.
15. Answer patrons' questions if possible, when staff is unavailable or park is closed. If unable to answer patron's questions, inform patron that question will be redirected to appropriate staff member. Remain courteous to patrons.
16. No smoking is allowed within the storage building. Lessee will not smoke, or allow to be smoked, cigarettes, cigars, pipes or any other tobacco product within the confines of the storage building.
17. Please be aware that this contract in no way relieves you of your requirement to comply with the Park Authority's POLICE REGULATIONS, RULES AND PERMITS. Any instances of non-compliance, related to these regulations, received by the Planning & Development Division Director, will result in the review of your lease.

Initials of Authority's Agent 

Initials of Lessee's Agent 

wp61\lease\storage\pibarn#e.lse
February 3, 1997

FAIRFAX COUNTY PARK AUTHORITY STORAGE CONTRACT

Authority

By 
Signature, Authorized Agent

James A. Heberlein
Typed or Printed Name

Director
Title of Agent

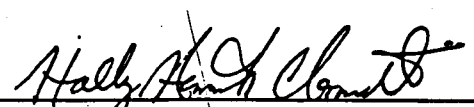
12055 Government Center Parkway

Fairfax, Virginia 22035

(703) 324 - 8741
Telephone Number

February 3, 1997
Date

Lessee

By 
Signature of Lessee or Agent

Holly H. Clement
Typed or Printed Name

President
Title of Agent

1207 Meadow Green Lane
Street Address of Lessee

McLean, Virginia 22102
City, State, Zip Code

(703) 790 - 7210
Home Telephone Number

(703) 235 - 3750
Business Telephone Number

February 3, 1997
Date

McLean Youth Athletics, Inc.
P.O. Box 724
McLean, VA 22101

December 14, 2005

Mr. James Miller
Property Manager
Fairfax County Park Authority
12055 Government Center Parkway
Suite # 421
Fairfax, VA 22035

RE: RENEWAL OF LEASE FOR FCPA STORAGE BUILDING AT 1845 CHERRI DRIVE, McLEAN

DEAR MR. MILLER:

McLean Youth Athletics Inc. (formerly McLean Youth Inc.) wishes to renew our lease for the Fairfax County Park Authority (FCPA) Storage Building located at 1845 Cherri Drive in McLean. As we discussed in our telephone conversation today, we would like to keep the contract conditions and space assignment from our previous agreement, PB-01, dated February 3, 1997. Our proposed term for the renewal of this lease is 10 years.

The renewal of the lease is subject to the approval of the MYA Board of Directors. Our next Board meeting is on January 19, 2006.

If you have any questions or require additional information, please feel free to contact me at 703-821-2000 (ext 10).

Sincerely,

Joel E. Stillman, President McLean Youth Athletics

Policy 405 Rental Properties on Parklands

The Authority shall manage structures acquired incidentally along with parkland on the basis of the following criteria:

1. Houses and other structures which have been evaluated and determined to be suitable for occupancy or other public uses consistent with park purposes shall be retained, until such time as their continued existence is no longer justified.

2. Houses and other structures suitable for rental purposes shall be retained until the parkland is developed, at which time, if not incorporated in the park development plan, they shall be removed.

3. Houses and other structures located in any park where development is not imminent, but where the house and immediate grounds are compatible with, and incorporated as part of, an approved park development plan, may be rented in accordance with the following classification of living quarters:

Class I. Houses, facilities or living accommodations, whether or not open to the general public, which should be occupied for purposes of operations or protection of Park Authority-owned facilities, may be rented to an Authority employee, a county employee or the general public provided the tenant has the skills, training and experience to carry out the required facility management functions.

Preference for occupancy of Park Authority residential quarters be given to Authority employees who are in Fairfax County's personnel classification system as Grade 20 or below, except for park managers who choose to live in the park for which they have management responsibility. However, no Authority employee shall be required to accept any such housing as a condition of employment. Any other exceptions to the Grade 20 rule recommended by the Director of the Authority will be brought to the Board for approval.

Class II. Houses on parkland acquired pursuant to provision for life tenancy or other occupancy agreements with the previous property owner may continue to be occupied by the designated life tenants where such use will not unreasonably or unduly restrict the public purpose for which the park was acquired.

4. Fair market rental rates shall be assessed, as recommended by a qualified appraiser or real estate broker designated by the Authority, and shall be adjusted commensurate with the obligations contained in the lease. Rental rates shall be reassessed and adjusted in accordance with market conditions at a minimum of three year intervals; interim rental adjustments shall be made by the Park Authority Board based on the rental rate numbers prepared by the County's Office of Management and Budget.

In support of this policy, staff shall take such measures as necessary to ensure compliance with approved implementation procedures.

Revised and adopted September 27, 2000

Board Agenda Item
January 25, 2006

ACTION

Mastenbrook Volunteer Matching Fund Grants Program Request – Brogue Charities, Inc. – Turner Farm Park (Dranesville District).

ISSUE:

Approval of a Mastenbrook Volunteer Matching Fund Grants Program request from Brogue Charities, Inc. in the amount of \$9,000 for developing the equestrian cross-country course at Turner Farm Park.

RECOMMENDATION:

The Park Authority Director recommends approval of a Mastenbrook Volunteer Matching Fund Grants Program request from Brogue Charities, Inc. in the amount of \$9,000 for developing the equestrian cross-country course at Turner Farm Park.

TIMING:

Board action is requested on January 25, 2006, in order to award the grant.

BACKGROUND:

Development of Turner Farm Park will provide much needed equestrian facilities for individual riders and assorted equestrian clubs. The conceptual plan for Turner Farm Park provides for several equestrian facilities for the equestrian disciplines of dressage, jumping, and cross-country. The cross-country course is an essential feature of the park which will attract many equestrian users. Few, if any, private equestrian facilities have sufficient land for a cross-country course.

This cross-country facility is envisioned primarily as a schooling facility for novice level riders. Jumps will be less than 3 feet high which is considered an ideal height for novice level equestrians. The cross-country course facility will include up to 20 jumping stations of varying types, sizes and complexity. Volunteers will build the simple jumps with donated and purchased materials. More complex features, such as the banks that require heavy equipment and a technical design will be installed by contractors with appropriate expertise and equipment.

Matching funds are available to complete this project. The applicant will coordinate the project with the appropriate Park Authority staff.

Board Agenda Item
January 25, 2006

FISCAL IMPACT:

The estimated total project cost is \$18,000. Funds are currently available in the amount of \$9,000 in Project 475504, Community Parks/Courts in Fund 370, Park Authority Bond Construction, and in the amount of \$9,000 from Brogue Charities, Inc. resulting in total available funding of \$18,000.

Contingent on the approval of this project, the remaining balance in the Mastenbrook Volunteer Matching Fund Grants Program will be \$165,515.

ENCLOSED DOCUMENTS:

Attachment 1: Mastenbrook Volunteer Matching Fund Grants Program Request –
Brogue Charities, Inc.

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn Tadlock, Director, Planning and Development Division

Cindy Messinger, Director, Resource Management Division

Dan Sutherland, Manager, Grounds Management Branch

Alan Crofford, Manager, Area 6 Management

**Mastenbrook Volunteer Matching Fund Grants Program Application Form**

PLEASE PRINT. Please provide all information requested. You may attach additional sheets and/or materials to support your request.

1. Grantee InformationName of Individual or Organization: BROGUE CHARITIES, INC.Contact Person: MOLLY HOCKMAN

Mailing

Address: 9111 MINE RUN DR., GREAT FALLS, VA 22066Phone: () 703-759-1952

Fax: () _____

Email: MHOCKMAN@COX.NET**2. Project**Title: TURNER FARM PARK EQUESTRIAN CROSS COUNTRY
COURSE**3. Funding Requested**Amount \$ 9,000*(Applicant may request up to a maximum of \$10,000 per project. Limited to one approved project per fiscal year.)***4. Project Description**

Provide a description of your project. (Attach drawings or specification of *materials*/proposed for purchase. If *educational materials* are proposed, provide a mock up or example of how the product will look, how it will be posted or distributed, and an example of the content. Provide a detailed map and other visual materials, site plan, drawings, photos, cross sections or a mock up of your project and what the finished product will look like.) Provide as much detail as you can to help evaluators clearly understand your project.

SEE ATTACHED

1. Grantee Information

Name of Organization: Brogue Charities, Inc

Contact Person: Molly Hockman or Barbara Culbert

Address: 9111 Mine Run Drive
Great Falls, Va 22066

Phone: Molly Hockman: 703-759-1952 or Barb Culbert: 703-808-0721

Fax: (Same as above, call first)

E-mail: mhockman@cox.net

2. Project Title: Turner Farm Park Equestrian Cross-Country Course

3. Funding Request: \$9,000

4. Project Description

The Conceptual Plan for Turner Farm Park provides for several equestrian facilities for the equestrian disciplines of dressage, jumping, and cross-country. This project is for funding the cross country course which has not previously received funding through a Mastenbrook grant and has not been allocated any funds from the Park bonds.

The cross country course will include up to 20 jumping stations of varying types, sizes and complexity. All jumps will be approved by FCPA prior to installation and certified by a technical delegate after completion.

Public Benefits

Development has drastically reduced the number of riding facilities in Fairfax County. However, horse ownership is still an important economic activity and amenity in the County. Turner Farm Park will provide a much needed equestrian facility for individual riders and groups such as Pony Clubs. The cross country course is an essential feature of the Park and will attract many equestrians to the Park. Few, if any, private equestrian facilities have sufficient land for a cross country course.

The Turner Farm facility is envisioned primarily as a schooling facility for beginning-level horses and riders. Jumps will be less than 3 feet high which is considered a novice or beginner level. Jumps will be arranged so that an instructor can observe the student over different obstacles in smaller loops within the overall course.

4. Sponsor Commitment

Brogue Charities, Inc. is a 501(c)3 non-profit organization that raises money for local causes in Great Falls. They have sponsored many local charitable organizations such as the Analemma Society, Great Falls Volunteer Fire Department, Colvin Run Mill Park, and the Amadaeus concerts. Brogue Charities is staffed by volunteers and has experience in managing grants and handling donations.

Molly Hockman, a retired Federal employee with project management experience, will serve as the project coordinator and treasurer for the effort. She will help coordinate the work of the volunteers, private contractors and the Park Authority.

5. Proposed Budget

Volunteers will build simple jumps with donated and purchased materials. Such materials will include rough cut and pressure treated lumber, logs of various sizes, telephone poles, barrels, stone and other materials typically used in jump construction. The best quality materials will be used whenever possible for safety and low maintenance.

More complex features, such as the banks and water features that require heavy equipment and a technical design will be installed by contractors with appropriate expertise and equipment. Some project funds may be use to procure the services and transportation of the technical delegate that will examine completed jumps.

Project Budget	Cost
Materials (Typical)	
21 4x6x16 lumber	756
24 2x6x16 lumber	240
60 6x6x16 lumber	2,700
33 2x10x16 lumber	792
22 half round poles	550
120 decking boards	2,040
Donated telephone poles	0
Donated logs	0
5 barrels (recycled)	100
hardware and roping	822
Stone	1,000
Sub-Total	9,000
Labor: 150 hours Course Designer/Builder @ \$50 per hour	7,500
Transportation and Fee for Technical Delegate	500
Equipment Rental	1,000
Sub-Total	9,000
Project Total	\$18,000

Brogue Charities has raised \$2,100 to date for the cross country course from private donations. Brogue Charities has pledged another \$6,900 if we receive a matching grant from the County, for a total of \$9,000. We are requesting a matching grant of \$9,000. (We have not included the value of volunteer time and donations of logs and poles in our matching funds, but this would increase the total community contribution to this project.)

We understand that payment by the Park Authority will occur after completion of the project. We request that partial payments be allowed as work progresses based on invoices from the suppliers.

We have now been given approval to proceed with installation of the cross country course. We believe that approval of this Mastenbrook grant will re-energize our volunteers and donations of time and money will be forth-coming in the future.

Mally Horkman
Signature

Oct 5, 2005
Date

Board Agenda Item
January 25, 2006

ACTION

Mastenbrook Volunteer Matching Fund Grants Program Request – McLean Youth Soccer – Lewinsville Park (Dranesville District).

ISSUE:

Approval of a Mastenbrook Volunteer Matching Fund Grants Program request from McLean Youth Soccer in the amount of \$10,000 for the renovation of the athletic field lighting system for the synthetic rectangle field at Lewinsville Park.

RECOMMENDATION:

The Park Authority Director recommends approval of a Mastenbrook Volunteer Matching Fund Grants Program request from McLean Youth Soccer in the amount of \$10,000 for the renovation of the athletic field lighting system for the synthetic rectangle field at Lewinsville Park.

TIMING:

Board action is requested on January 25, 2006, in order to award the grant.

BACKGROUND:

The existing athletic field lighting system for the synthetic rectangle field at Lewinsville Park is over 25 years old and does not meet current athletic field lighting standards. The illumination levels in the playing area are below acceptable lighting standards and there is excessive light spillover outside the field of play that has an adverse effect on the neighbors of the park.

McLean Youth Soccer, which just a few years ago partnered with the Park Authority to replace the grass playing surface on this field with a synthetic playing surface, is replacing all of the existing lighting fixtures as the second phase in upgrading the condition of the field. McLean Youth Soccer is adhering to Park Authority standards for design and materials and is utilizing an approved contractor to install the new fixtures.

Board Agenda Item
January 25, 2006

The Park Authority is managing the installation of the new lighting fixtures. Once the project is completed the Park Authority will continue to maintain and operate the lighting system.

Matching funds are available to complete this project. The applicant will coordinate the project with the appropriate Park Authority staff.

FISCAL IMPACT:

The estimated total project cost is \$55,100. Funds are currently available in the amount of \$10,000 in Project 475504, Community Parks/Courts in Fund 370, Park Authority Bond Construction, and in the amount of \$45,100 from McLean Youth Soccer resulting in total available funding of \$55,100.

Contingent on the approval of this project, the remaining balance in the Mastenbrook Volunteer Matching Fund Grants Program will be \$155,515.

ENCLOSED DOCUMENTS:

Attachment 1: Mastenbrook Volunteer Matching Fund Grants Program Request –
McLean Youth Soccer

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn Tadlock, Director, Planning and Development Division
Dan Sutherland, Manager, Grounds Management Branch
Mark Rogers, Manager, Area 1 Management



McLean Youth Soccer

**John (Dan) Sutherland
Fairfax County Park Authority
12055 Government Center Pkwy.
Suite 927
Fairfax, Virginia 22035-1118**

Tuesday, November 29, 2005

Subject: Mastenbrook Grant Application

Dear Dan,

Please find attached the Mastenbrook Grant application as we had discussed. Would you be so kind to forward it to the proper responsible party as Bryan Daly is no longer there?

Let me know if you need anything else in regards to the application. Can I know who the contact is at FCPA? I would like to follow up and make sure we have submitted all the required information.

Thank you for your help in this matter as usual.

Kind regards,

Guy Caron
MYS Fields



Mastenbrook Volunteer Matching Fund Grants Program Application Form

PLEASE PRINT. Please provide all information requested. You may attach additional sheets and/or materials to support your request.

1. Grantee Information

Name of Individual or Organization: McLean Youth Soccer

Contact Person: Guy CARON

Mailing PO Box 724

Address: McLean VA 22101

Phone: () 703 506 8068

Fax: () 703 556 6467

Email: guy.caron@gpcsystems.com

2. Project

Title: Lights Replacement Lewisville Park

3. Funding Requested

Amount \$ \$10,000 #2

(Applicant may request up to a maximum of \$10,000 per project. Limited to one approved project per fiscal year.)

4. Project Description

Provide a description of your project. (Attach drawings or specification of *materials*/proposed for purchase. If *educational materials* are proposed, provide a mock up or example of how the product will look, how it will be posted or distributed, and an example of the content. Provide a detailed map and other visual materials, site plan, drawings, photos, cross sections or a mock up of your project and what the finished product will look like.) Provide as much detail as you can to help evaluators clearly understand your project.

See attached proposal from
Dalton Electric

5. **Public Benefits**

Explain why your project is important and why it is needed? Who are the intended users? How will the public benefit? How many and what different types of users do you expect? How does this project provide new recreational opportunities for the intended users? Does your project solve a problem or provide important missing services? If your project provides for people with disabilities, in what way?

Lights are 25yrs old.

Part of renewal project for LP 2

Provide 30 Lumens per NCAA + FCPA Stds

Eliminates spillage of lights for neighbors
Create safe use environment for all players.

6. **Sponsor Commitment**

What experience do you or the organization have in accomplishing similar projects? Who will be responsible for organizing and assigning the work to insure successful project completion? You will need to document all project expenditures. What is your plan for documenting the work (photographs, video, written documentation, etc.)? What is your plan, if any, for long term maintenance of your project after it is completed?

Plan done in accordance with FCPA specifications TIM SCOTT project manager. Long term maintenance is and stays FCPA responsibility. MYS is helping paying for standard light replacement.

7. **Proposed Budget**

You will need to provide a detailed and complete budget. Provide enough detail for evaluators to understand exactly what grant funds will be used for, how you arrived at the prices for services, labor, materials, equipment, etc., and the same level of detail about the amount and source of matching funds. Please check one of the following:

The Park Authority prefers to reimburse grantees after the work is completed. However, please note that projects that were begun or completed prior to Park Authority approval are ineligible for funding.

- ☒ We understand payment by the Park Authority will occur after we complete the project.
☐ We must have the Park Authority grant funds prior to beginning the project.

See attached proposal, MYS will pay DALTON ELECTRIC Directly!


Signature

11-28-05
Date



dalton electric service, inc.

September 15, 2005

GPC Systems, Inc.
2108-B Gallows Road
Vienna, VA 22182

Attention: Guy Caron
President

RE: Lewinsville Park #2
Lighting Project

Dear Mr. Caron:

Enclosed are the contract documents in reference to the above captioned project for your signature. Also enclosed are the submittals for your approval.


Please forward the executed documents and copy of the approved submittals so that we may proceed with ordering materials.

Should you have any questions, please call.

Thank you.

Sincerely,

DALTON ELECTRIC SERVICE, INC.


Dennis Kerner
V.P.

Enclosures

p.o. box 407
burtonsville, md 20866
phone 301-256-0429 fax 301-384-4264
e-mail daltonelectric@starpower.net



dalton electric service, inc.

September 15, 2005

McLean Youth Soccer
c/o GPC Systems, Inc.
2108-B Gallows Road
Vienna, VA 22182

Attention: Guy Caron, President

PROPOSAL

Job Location: Lewinsville Park #2 Soccer Field
Subject: Electrical Installation

Dalton Electric proposes to complete the electrical installation at the above job location per request as follows:

- 1) Remove existing fixtures from concrete poles
- 2) Install new fixtures, mounting hardware, remote ballast boxes and wiring harnesses
- 3) Install new circuit breaker, re-use existing control circuits
- 4) Re-use existing wiring to pole bases
- 5) Install new MUSCO Sports Cluster Green fixture to achieve maintained 30 foot candles (similar to field #3)
- 6) Mount fixture on existing poles
- 7) Site access to be provided at base of each pole location
- 8) 10 club extended warranty agreement

TOTAL: \$55,100.00

NOTES:

- 1) All conduits to poles are assumed usable and complete
- 2) Plan and drawings provided by others
- 3) Bonding additional, if required
- 4) Taxes and Permits included
- 5) Utility fees, if any, by others
- 6) Site Access Required
- 7) All work during normal hours 6 am – 4 pm M-F
- 8) Quotation void after 30 days

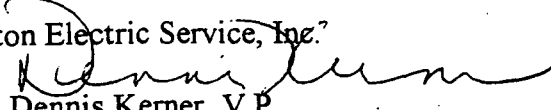
p.o. box 407
burtonsville, md 20836
phone 301-256-0429 fax 301-384-4264
e-mail daltonelectric@starpower.net

TERMS: \$10,000.00 Deposit; \$30,000.00 upon pole delivery, Balance due Upon Completion.

Interest shall be charged at 2.0% per month on balance due after 30 days from date of job completion. Any collection charges incurred including legal fees shall be at the cost of customer.

Thank you.

Dalton Electric Service, Inc.?

By:  Dennis Kerner, V.P.

ACCEPTANCE OF PROPOSAL:

I am authorized to accept this proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: 

Printed Name: Guy C. Allen

Date: 9-23-85